

DOCKET FILE COPY ORIGINAL
COLE, RAYWID & BRAVERMAN, L.L.P.

MARLENE E. SHOEMAKER
DIRECT DIAL
202-659-9750
MSHOEMAKER@CRBLAW.COM

ATTORNEYS AT LAW
1919 PENNSYLVANIA AVENUE, N.W., SUITE 200
WASHINGTON, D.C. 20006-3458
TELEPHONE (202) 659-9750
FAX (202) 452-0067
WWW.CRBLAW.COM

LOS ANGELES OFFICE
2381 ROSECRANS AVENUE, SUITE 110
EL SEGUNDO, CALIFORNIA 90245-4290
TELEPHONE (310) 643-7999
FAX (310) 643-7997

RECEIVED

August 1, 2003

AUG - 1 2003

FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

BY HAND DELIVERY

Marlene H. Dortch
Secretary
Federal Communications Commission
445 12th Street, SW
Washington, DC 20554

**Re: WC Docket No. 02-359
In the Matter of the Petition of Cavalier Telephone, LLC Pursuant to
Section 252(e)(5) of the Communications Act for Preemption of the
Jurisdiction of the Virginia State Corporation Commission Regarding
Interconnection Disputes with Verizon Virginia, Inc. and for Arbitration**

Dear Ms. Dortch:

Enclosed for filing in this proceeding are an original and four copies of Cavalier Telephone, LLC's Petition for Arbitration, Cavalier's Statement of Unresolved Issues (Attachment A) and its supporting Attachments (B through F).

Sincerely,



Marlene E. Shoemaker

MES:tmz
Enclosures

No. of Copies 014
List A B C D E F

**Before the
Federal Communications Commission
Washington, D.C. 20554**

RECEIVED
AUG - 1 2003
FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

In the Matter of)	
)	
Petition of Cavalier Telephone, LLC)	WC Docket No. 02-359
Pursuant to Section 252(e)(5) of the)	
Communications Act for Preemption)	
of the Jurisdiction of the Virginia State)	
Corporation Commission Regarding)	
Interconnection Disputes with Verizon)	
Virginia, Inc. and for Arbitration)	

PETITION FOR ARBITRATION

Petitioner, Cavalier Telephone, LLC ("Cavalier"), respectfully alleges as follows
for its Petition for Arbitration with Verizon Virginia Inc. ("Verizon"):

REQUEST FOR ARBITRATION

Pursuant to the February 4, 2003 Memorandum Opinion and Order of the Federal
Communications Commission ("the Commission") in DA 03-357 in this proceeding,
Cavalier respectfully requests arbitration of the interconnection disputes that were the
subject of Virginia State Corporation Commission Case No. PUC-2002-00171.

Parties

1. The name, address, telephone number, facsimile number, and e-mail address of
each party, and of each party's designated representative, is:

- (a) Martin W. Clift, Jr.
Cavalier Telephone, LLC
2134 West Laburnum Avenue
Richmond, Virginia 23227-4342
Telephone: 804.422.4515
Facsimile: 804.422.4599
e-mail: mclift@cavtel.com,

with designated representatives:

Stephen T. Perkins
Cavalier Telephone, LLC
2134 West Laburnum Avenue
Richmond, Virginia 23227-4342
Telephone: 804.422.4517
Facsimile: 804.422.4599
e-mail: sperkins@cavtel.com

and

Richard U. Stubbs
Cavalier Telephone Mid-Atlantic, LLC
965 Thomas Drive
Warminster, Pennsylvania 18974
Telephone: 267.803.4002
Facsimile: 267.803.4147
e-mail: rstubbs@cavtel.com; and

- (b) Karen Zacharia
Verizon Virginia Inc.
1515 North Court House Road, 5th Floor
Arlington, VA 22201
Telephone: 703.351.3193
Facsimile: 703.351.3663
e-mail: karen.zacharia@verizon.com,

with designated representatives:

Kimberly A. Newman
O'Melveny & Myers
1625 I Street, NW
Washington, DC 20006
Telephone: 202.383.5382
Facsimile: 202.383.5414
e-mail: knewman@omm.com, and

James G. Pachulski
TechNet Law Group, P.C.
1100 New York Avenue, N.W., Suite 365
Washington, D.C. 20005-3934
Telephone: 202.589.0120
Fax: 202.589.0121
e-mail: jpach@technetlaw.com

Negotiations

2. From March through August 2002, Cavalier and Verizon sought to negotiate a successor to their January 13, 1999 interconnection agreement, which had expired but *remained in effect on a month-to-month basis*. On August 14, 2002, Cavalier petitioned the Virginia State Corporation Commission (“SCC”) to arbitrate 19 unresolved issues pursuant to 47 U.S.C. § 252. Verizon raised six new issues on September 9, 2002; to which Cavalier replied on October 4, 2002. The SCC then dismissed Cavalier’s petition without prejudice, and Cavalier initiated this proceeding by filing a petition with the Commission to preempt the SCC’s jurisdiction pursuant to 47 U.S.C. § 252(e). On February 4, 2003, the Commission granted Cavalier’s petition. Since then, the parties have continued to negotiate over interconnection, and have settled certain issues, including the use of a new template as the base agreement in this proceeding.

Unresolved Issues

3. The parties have been unable to resolve the issues raised by Cavalier that are listed in Part 1 of Exhibit “A” to this Petition (as “Cavalier Issues”), as well as the issues raised by Verizon that are listed in Part 2 of Exhibit “A” to this Petition (as “Verizon Issues”). Cavalier respectfully presents the “Cavalier Issues” for arbitration in this proceeding. Cavalier understands that, by agreement of the parties, Verizon will present the “Verizon Issues” for arbitration in this proceeding or that the revised language involving those issue will not be incorporated into the parties’ interconnection agreement.

Issues Resolved by the Parties

4. The parties have resolved completely, or resolved in principle, the issues listed below. All issues listed as “resolved in principle” involve revised language proposed by

Verizon. If the parties are unable to reach full agreement on appropriate language to address these issues in the Draft ICA, then Cavalier respectfully submits that Verizon should present any remaining issues involving such language as additional, unresolved issues in its Response to this Petition.

Current Version of Interconnection Agreement Subject to Negotiation

5. A current version of the interconnection agreement being negotiated by the parties (“the Draft ICA”), containing both the agreed upon language and the disputed language proposed by each party, is attached as Exhibit “B” to this Petition. Because Cavalier has redlined an agreement already redlined by Verizon, Cavalier is contemporaneously providing an electronic copy of the Draft ICA to the Commission (in Microsoft Word format), with a service copy in electronic form to Verizon, in an effort to allow meaningful review of the parties’ different changes by the Commission and both parties.

Currently Effective Interconnection Agreement

6. A copy of the interconnection agreement under which the parties are currently operating is attached as Exhibit “C” to this Petition.

Copy of Pleadings and Orders in State Proceeding

7. Copies of all pleadings in the arbitration proceeding before the Virginia SCC in Case No. PUC-2002-00171, and of any letters, orders, and rulings of the Virginia SCC in that proceeding, are attached *in globo* as Exhibit “D” to this Petition.

Persons with Knowledge Upon Whom Cavalier Intends to Rely

8. A list identifying each person with knowledge upon whom Cavalier intends to rely to support its position on each of the unresolved issues is attached as Exhibit “E” to

this Petition. Cavalier reserves the right to amend or supplement this list as may be necessary during the course of this proceeding.

Cost Models and Studies

9. Cavalier has not yet generated any cost models, cost studies, or other studies on which it intends to rely to support its position. Cavalier reserves the right to submit appropriate cost models, cost studies, or other studies on which it intends to rely to support its position, as may be necessary during the course of this proceeding.

Statement of Relevant Authority

10. The Statement of Relevant Authority is attached as Exhibit “F” to this Petition. Cavalier reserves the right to assert any other legal authority as may be necessary during the course of this proceeding.

Conclusion

Petitioner, Cavalier Telephone, LLC, respectfully requests that the Commission rule in its favor and issue an Order:

- a. ruling in Cavalier’s favor on the unresolved issues set forth in Exhibit “A” to this Petition;
- b. approving an Interconnection Agreement between Cavalier Telephone, LLC and Verizon Virginia Inc. that adopts the language proposed by Cavalier in the draft interconnection agreement attached as Exhibit “B” to this Petition; and

- c. granting Cavalier such other legal or equitable relief to which Cavalier may be entitled.

Dated: August 1, 2003.

Respectfully submitted,



Stephen T. Perkins (VA Bar #38483)
Cavalier Telephone, LLC
2134 West Laburnum Avenue
Richmond, Virginia 23227-4342
Telephone: 804.422.4517
Facsimile: 804.422.4599
e-mail: sperkins@cavtel.com

- and -

Richard U. Stubbs (MA Bar # 563207)
Cavalier Telephone Mid-Atlantic, LLC
965 Thomas Drive
Warminster, Pennsylvania 18974
Telephone: 267.803.4002
Facsimile: 267.803.4147
e-mail: rstubbs@cavtel.com

CERTIFICATE OF SERVICE

I hereby certify that on this 1st day of August, 2003, a copy of the foregoing Petition for Arbitration, with accompanying Exhibits, was delivered as specified below to the persons listed below:

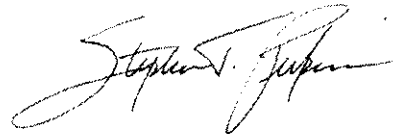
BY HAND DELIVERY AND BY ELECTRONIC MAIL

Kimberly A. Newman
O'Melveny & Myers
1625 I Street, NW
Washington, DC 20006
knewman@omm.com;

BY ELECTRONIC MAIL

James G. Pachulski, Esquire (jpach@technetlaw.com);
Kathleen M. Grillo, Esquire (kathleen.m.grillo@verizon.com);
Karen Zacharia, Esquire (karen.zacharia@verizon.com);

Ms. Terri Natoli (TNatoli@fcc.gov);
Mr. Jeremy Miller (JMiller@fcc.gov);
Mr. Brad Koerner (BKoerner@fcc.gov);
Ms. Christine Newcomb (CNewcomb@fcc.gov);
Mr. Richard Lerner (RLerner@fcc.gov);
Mr. John Adams (JAdams@fcc.gov); and
Ms. Margaret Dailey (MDailey@fcc.gov).



Counsel

EXHIBIT A

EXHIBIT “A” TO PETITION OF CAVALIER TELEPHONE, LLC

LISTS OF UNRESOLVED AND RESOLVED ISSUES

1. UNRESOLVED CAVALIER ISSUES

ISSUE	CAVALIER’S POSITION	VERIZON’S POSITION
C2: Should Verizon be required to compensate Cavalier for out-of-pocket expenses incurred in response to Verizon network rearrangements (such as tandem re-homing)? (§ 9.6) ¹	Cavalier believes that Verizon should compensate Cavalier for Cavalier’s out-of-pocket expenses incurred when Verizon initiates network rearrangements, such as tandem re-homing, that are intended to benefit Verizon.	Verizon disagrees, with the possible exception of added costs due to Verizon delaing such a rearrangement. ²
C3: Should meet-point billing be improved as set forth in Cavalier’s Virginia arbitration petition? (§§ 1.12(b), 1.46, 1.48, 1.62(a), 1.87, 5.6.6, 5.6.6.1, 5.6.6.2, and 7.2.2)	Cavalier believes that Verizon’s meet-point billing procedures need to be revised so that Cavalier receives sufficient information to bill the appropriate originating or transiting party who sent it traffic.	Verizon does not necessarily agree that a problem exists or that changes are needed.
C4: Should Cavalier be required to pay the unspecified charges of non-parties to the agreement, as determined at the sole discretion	Cavalier does not believe that it should be liable for unspecified third-party charges, without limiting the manner in which such charges are	Verizon does not wish to be left paying such charges without reimbursement.

¹ Cavalier has sought to enumerate specific provisions at issue in the most current version of the interconnection agreement being negotiated by the parties (“Draft ICA”). However, Cavalier reserves the right to amend or supplement these references because some terms appear in disparate sections of the Draft ICA and because the parties continue to negotiate and update the redlined Draft ICA. Issue numbers derive from a consolidated list of unresolved and resolved issues, with a “C” prefix denoting a Cavalier issue and “V” a Verizon issue.

² Based on past experience, Cavalier does not expect that Verizon will accept any detailed description of its position by Cavalier. Cavalier has therefore sought to limit disagreement on such descriptions by providing a very brief description of what it understands to be Verizon’s position on each issue, leaving Verizon to state its position fully on each issue in its Response to Cavalier’s Petition.

of such non-parties? (§ 7.2.6)	assessed and without any reciprocal obligation from Verizon to pay similar third-party charges assessed against Cavalier.	
C5: Should Verizon be required to render affirmative but reasonably limited assistance to Cavalier in coordinating direct traffic exchange agreements with third parties? (§ 7.2.8)	Cavalier believes that Verizon should help Cavalier negotiate direct traffic-exchange agreements with third parties, when Verizon is involved through issues such as the payment of reciprocal compensation for transited traffic.	Based on differing responses from different individuals in discussions to date, Cavalier is unsure of Verizon's position on this issue.
C6: Should Verizon effect appropriate changes to its E911 tariffs and procedures to accommodate the provision of some E911-related services by CLECs such as Cavalier, as set forth in Cavalier's Virginia arbitration petition? (§§ 7.3.9, 7.3.10)	Cavalier has long been refused payment for E911-related services because of municipal concerns about "double billing," and Cavalier believes that Verizon should be required to cooperate with Cavalier in effecting an arrangement under which Cavalier is properly compensated.	Verizon believes that this issue should be resolved between Cavalier and the appropriate municipalities.
C9: Should the agreement include language to address inconsistency between the results obtained by Verizon and by Cavalier from the loop prequalification database, to allow Cavalier to provide xDSL services on loops over 18,000 feet in length, and to adopt pricing for loop conditioning and loops used by Cavalier to provide xDSL services? (§§ 11.2 and Exhibit A)	Cavalier believes that appropriate rates, terms, and conditions should govern the provision of loops over which Cavalier provides xDSL services. Specifically, Verizon's loop prequalification database should return consistent results, Cavalier should be allowed to provision xDSL services over long loops, Verizon should condition loops at reasonable rates, and Verizon should not improperly limit Cavalier's provision of certain types of xDSL service through spectral density masks.	Verizon proposes its own language governing digital designed loops and xDSL-compatible loops.
C10: Should the agreement be amended to modify use of the term "accessible terminal" (§ 11.2.15.1), restore a provisioning interval (§ 11.2.15.8), modify a use restriction (§	Cavalier believes that some modifications to the Commission-approved dark fiber language need to be further modified or eliminated, and that several points of Verizon's dark fiber	Verizon believes that the terms of the Verizon-AT&T agreement for Virginia, as marked up by

11.2.15.15), and add queue, CO-connectivity-maps, and improved-field-survey terms from Cavalier's Virginia arbitration petition? (§ 11.2.15)	provisioning should be improved. For improvements, Verizon should have an ordering queue similar to that used for physical collocation space, provide industry-standard maps showing central office connectivity, and improve field surveys.	Verizon, should apply.
C11: Should the agreement require improved project coordination for special access migrations to UNEs, particularly when an asset or ownership acquisition is involved? (§ 14.6)	Cavalier believes that mass-migration procedures are needed to improve the transition of customers from a failing or exiting service provider to Cavalier, based on Cavalier's experience with the departures of PICUS, Net2000, and Stickdog from the Virginia marketplace.	Verizon has proposed mass migration guidelines in Virginia, but does not necessarily agree that language for project coordination is needed.
C12: Should the agreement address electronic loop provisioning and include a process to address the hot-cut process? (§§ 11.15, 11.16)	Cavalier believes that the parties should improve the "hot-cut" process where possible, through electronic loop provisioning and through a joint implementation team that addresses particular issues as they arise or become concerns.	Verizon opposes the joint implementation team, language; Cavalier does not know Verizon's position on ELP.
C14: Should the agreement require a limited trial to explore IDLC loop unbundling, as proposed in Cavalier's Virginia arbitration petition? (§ 11.4)	Cavalier believes that Verizon should unbundled access to loops served on IDLC, through a hairpin/nail-up process like that used by BellSouth and Florida Digital Networks, or through a multiple switch-hosting process like that used internally by Cavalier, with the chosen method depending on the circumstances.	Verizon believes that its current policy on customers served by IDLC is proper, and opposes the trial unless it is through the BFR process and Cavalier bears all costs.
C15: Should an expedited provisioning interval apply for collocation augments involving certain combinations of services (DS1s/DS3s/dark fiber/power)? (§ 13.0)	Cavalier believes that Verizon should provide certain collocation augments on an expedited basis, as Cavalier has requested in Maryland PSC Case No. 8913.	The parties are discussing potential resolution of this issue in MD Case No. 8913.
C16: Should a unified engineering and make-ready process apply for pole attachments? (§ 16.0)	Cavalier believes that a single engineering and make-ready contractor should replace the inefficient and costly system of undergoing	Verizon opposes this process unless its own personnel or contractors

	multiple rounds of engineering and make-ready work on a single stretch of poles.	are used for all work.
C17: Should a new process govern proper handling of customer contacts, as proposed by Cavalier with issues 11 and 12 in its Virginia arbitration petition? (§ 18.2)	Cavalier believes that more stringent controls, and liquidated damages, are needed to address contact with retail customers.	Verizon does not believe that additional provisions are needed.
C18: Should a credit apply for Verizon pre-production errors, should remedies be aligned between CLEC and Verizon retail customers, and should appropriate provisions govern Yellow Pages contacts and errors? (§ 19.1.6)	Cavalier believes that a compensation mechanism is needed to address the problem of directory errors.	Verizon believes that the terms of the Verizon-AT&T agreement for Virginia, as marked up by Verizon, should apply.
C19: Should a new process be used to reclassify end offices into different density cells for UNE pricing purposes, as proposed in Cavalier's Virginia arbitration petition, and, specifically, should the Bethia end office be reclassified into density cell one or two? (§ 20.3)	Cavalier believes that demographic changes in an area should be reflected in the reclassification of an end office serving that area, through reassessment of either the relative cost of lines in that area or the line density in that area, as is done in other states in which Verizon operates.	Verizon has opposed this concept unless all density cells and UNE prices are reconsidered by the Virginia SCC.
C20: Should Cavalier be allowed to charge prices higher than Verizon's prices, if those prices remain subject to challenge by Verizon under 20.4? (§§ 20.2, 20.3)	Cavalier does not believe that its prices should be automatically and unilaterally capped at Verizon's rates, and that Verizon's ability to challenge rates before any competent forum is sufficient to guard against any problems in this area.	Verizon believes that Cavalier's prices should be capped at Verizon's prices for comparable services..
C21: Should the agreement allow for a unilateral Verizon demand for deposits and advance payments? (§ 20.6)	Cavalier does not believe that Verizon should be granted the unilateral right to demand crippling amounts of deposits or advance payments from Cavalier.	Verizon believes that it should be allowed to demand such deposits or prepayments..
C24: Should an embargo or termination of services require prior Commission approval, as proposed in Cavalier's Virginia arbitration	In the event of a payment dispute, Cavalier does not believe that Verizon should have the unilateral right to force Cavalier to give notice to	Verizon does not believe that prior commission approval should be

petition? (§ 22.4)	its customers that it may exit the market, if that is not Cavalier's intention.	required.
C25: Should the agreement include a new section 25.5.7: "for legally cognizable damages claimed as a result of either party's violation of state or federal law governing the provision of telecommunications services or commerce more generally, or as a result of either party's violation of any state or federal regulation governing telecommunications or commerce more generally?" (§ 25.5.7)	Cavalier believes that traditional statutory and contractual rights to damages should not be eliminated at Verizon's insistence.	Verizon does not believe that it should be liable for monetary damages.
C27: Should pricing be added for charges from Cavalier for Cavalier truck rolls, Verizon missed/fouled appointments, and similar items? (Exhibit A(2).)	Cavalier believes that it should be compensated for functions that it performs that are comparable to functions that Verizon performs at a charge to Cavalier.	Verizon will consider individual functions and prices submitted by Cavalier as part of Exhibit A to the interconnection agreement.
C28: Should the parties' obligations regarding V/FX traffic be reciprocal? [§§1.51(7), 1.52(a), 5.6.6, 5.6.8, 5.7.5.2.1, 5.7.5.2.4.1, 5.7.5.2.4.2, 5.7.6.9]	Cavalier believes that, if virtual foreign exchange traffic is eliminated from reciprocal compensation paid by Verizon to Cavalier (and otherwise handled), then the parties' rights and obligations with respect to such traffic should be reciprocal.	Verizon is considering whether to agree to making these provisions reciprocal.

2. UNRESOLVED VERIZON ISSUES

ISSUE	CAVALIER'S POSITION	VERIZON'S POSITION
V2: Should the Agreement's provisions on V/FX traffic be reciprocal? (§§ 1.51(7), 1.52(a), 5.6.6, 5.6.8, 5.7.5.2.1, 5.7.5.2.4.1, 5.7.5.2.4.2, 5.7.6.9) ³	See Issue C28, above.	Verizon believes that the terms of the Verizon-AT&T agreement for Virginia, as marked up by Verizon, should apply.
V3: Should the Agreement define the types of traffic eligible for, and the method of calculating, reciprocal compensation payments? (§§ 1.44(a), 1.45(a), 1.51, 1.52(a), 1.68, 1.88, 1.89, 5.7 <i>et seq.</i>)	Cavalier does not disagree with the general principle stated in the issue, but has not yet been able to reach agreement with Verizon on the specific language concerning this issue.	Verizon believes that the terms of the Verizon-AT&T agreement for Virginia, as marked up by Verizon, should apply.
V9: Should Cavalier be required to charge Verizon a rate that is no higher than the rate Verizon charges for comparable services, unless Cavalier demonstrates to Verizon, the Commission, or the FCC, that Cavalier's costs to provide such services exceed Verizon's costs, and the Commission, or the FCC has issued an	See Issue C20, above.	Verizon believes that the terms of the Verizon-AT&T agreement for Virginia, as marked up by Verizon, should apply.

³ Cavalier has enumerated specific provisions at issue in the Draft ICA. However, Cavalier reserves the right to amend or supplement these references, and to contest language relevant to the listed issues, because the references listed here are derived from an issues list compiled by the parties on May 30, 2003 and may require updating or correction.

unstayed order directing Verizon to pay Cavalier's higher rate? (§§ 20.2, 20.3)		
V24: Should the Agreement include language clarifying that Cavalier is not entitled to purchase unbundled dark fiber for the purpose of leasing, reselling, or otherwise providing such dark fiber to other carriers? (§ 11.2.15.16)	See Issue C10, above.	Verizon believes that the terms of the Verizon-AT&T agreement for Virginia, as marked up by Verizon, should apply.
V25: What terms and conditions should apply to "Intra Premises Wiring"? (§§ 1.34(a); 11.2.14; 11.2.16)	Cavalier does not disagree with the general principle stated in the issue, but has not yet been able to reach agreement with Verizon on the specific language concerning this issue.	Verizon believes that the terms of the Verizon-AT&T agreement for Virginia, as marked up by Verizon, should apply.
V26: Should the Agreement be updated to include loop provisioning intervals, pair swap provisions, and alternative pre-qualification terms for digital designed loops? (§ 11.2.12)	See Issue C9, above.	Verizon believes that the terms of the Verizon-AT&T agreement for Virginia, as marked up by Verizon, should apply.
V34: Should Cavalier be required to provide monthly advanced payments of estimated charges, with appropriate true-up against actual billed charges, if Cavalier is insolvent or fails to timely pay two or more bills from Verizon or a Verizon affiliate in any 12-month period? (§ 20.6)	See Issue C21, above.	Verizon believes that the terms of the Verizon-AT&T agreement for Virginia, as marked up by Verizon, should apply.

<p>V36: Should the Agreement include non-controversial “clean up” changes that either clarify language or add definitions to the Virginia Agreement? (§§ 1.0, 1.7, 1.9, 1.10(a), 1.13(a), 1.36, 1.44, 1.46, 1.51(b), 1.51(d), 1.52, 1.53, 1.54, 1.67, 1.73, 1.74, 1.77, 1.78, 1.93, 6.3.3, 6.3.8, 6.3.9, 7.3.6, 7.3.7, 7.3.10, 10.2.1.1, 10.2.1.2, 10.3.1, 10.3.3.1, 11.1.1, 11.2.1, 11.2.7, 11.2.8, 11.2.10, 11.2.12.2, 11.2.12.2(A), (C), & (E), 11.2.12.3, 11.2.12.3(A), (B), 11.4.1.5.2, 11.7.9, 11.12.2, 26.1, 28.11.1(9); Schedule 4, Part B §§ 1, 1.1, 1.2, 1.3, 5.1, 5.2, 5.4, 5.5)</p>	<p>Cavalier does not disagree with the general principle stated in the issue, but has not yet been able to reach agreement with Verizon on the specific language concerning this issue.</p>	<p>Verizon believes that the terms of the Verizon-AT&T agreement for Virginia, as marked up by Verizon, should apply.</p>
---	---	---

3. ISSUES RESOLVED BY THE PARTIES

ISSUE	STATUS ⁴
C1: Should Verizon be required to compensate Cavalier for Verizon's collocation on Cavalier premises? (§ 4.3)	Resolved
C7: Should joint grooming provisions be modified to accommodate existing arrangements involving more than 240 trunks in a wire center? (§ 10.0)	Resolved
C8: Should Verizon be required to resume its pre-5/01 UNE T1 provisioning criteria? (§ 11.2.9)	Resolved
C13: Should reciprocal charges apply for Cavalier's processing of Verizon's winback orders? (§ 11.9)	Resolved
C22: Should the insurance limits be adjusted to reflect Cavalier's actual coverage? (§ 21.0)	Resolved
C23: Should the agreement require unspecified "affiliates" as additional insureds? (§ 21.2)	Resolved
C26: Should the provision for AAA arbitration be deleted or modified?	Resolved
V1: Should the Agreement provide that information services traffic is not subject to reciprocal compensation? (§§ 1.37, 1.51(6), 5.7.6.6, 7.1)	Resolved in principle
V4: Should the Agreement specify the compensation for traffic delivered to ISPs? (§§ 1.44, 1.44(a), 1.51, 1.52(a), 1.68, 1.88, 1.89, 5.7.5 <i>et seq.</i> , 5.8)	Resolved in principle
V5: Should Cavalier be permitted to receive the higher tandem reciprocal compensation rate on a mere showing that its switches are "capable of serving" areas geographically comparable to the areas served by Verizon's tandems, without demonstrating that its switches are <i>actually</i> serving comparable areas? (§ 5.7.3)	Resolved in principle
V6: Should the compensation for terminating local traffic consist of only the tandem or end office reciprocal compensation rates approved by the Commission? (§§ 5.7.3)	Resolved in principle
V7: If, contrary to applicable law, Verizon is required to deliver traffic to a POI located at Cavalier	Resolved

⁴ Issues listed as "resolved" are completely resolved, including the appropriate language to implement in the Draft ICA, subject only to any necessary clean-up, re-formatting, or harmonization with related language or issues. Issues listed as "resolved in principle" involve revised language proposed by Verizon. If the parties are unable to reach full agreement on appropriate language to address these issues in the Draft ICA, then Cavalier respectfully submits that Verizon should present any remaining issues involving such language as additional, unresolved issues in its Response to this Petition.

premises, should the Agreement include reasonable terms and conditions governing Verizon's placement of facilities at Cavalier's premises? (Schedule 4.2.2)	
V 8: Should the Agreement contain language setting forth the Parties' obligations regarding fiber meet arrangements? (§ 4.4)	Resolved
V10: Should the Agreement include language clarifying that Cavalier's obligation to route traffic in a manner that is consistent with the Local Exchange Routing Guide ("LERG") includes establishing separate trunks that segregate all traffic to a particular tandem from traffic to a different tandem? (§ 5.3.2)	Resolved
V11: Should Cavalier be required to order access toll connecting facilities from Verizon through Verizon's access tariffs, when those facilities will be used solely for the exchange of access traffic? (§ 6.2.1)	Resolved
V12: Should the Agreement include conflicting language concerning the routing of translated intraLATA 8YY traffic? (§§ 4.1.1, 5.3; Schedule 4, Part C § 3)	Resolved
V13: Should the Agreement be modified to eliminate references to exchanging traffic using feature group B ("FG-B") exchange access trunks? (Schedule 4, Part C § 1.7)	Resolved
V14: Should the Agreement clarify that the Parties' mutual obligation to provide trunk groups that support 64K CCC functionality is subject to the technical limitations of available equipment? (§§ 17.4, 17.5, 17.6; Schedule 4, Part B §§ 5.1, 5.2, 5.3)	Resolved
V15: Should the Agreement include selective and incomplete language governing the busy line verification ("BLV") and busy line verification interrupt ("BLVI") services? (§ 19.5; Schedule 4, Part C §§ 1.4, 12)	Resolved
V16: Should the remaining provisions of Part C of Schedule 4 of the Agreement be deleted or moved, with Verizon's proposed changes, to the relevant sections of the Agreement? (§§ 4.2, 5, 6.2.5, 6.3.1, 6.4, 7.3, 9.1, 10; Schedule 4, Part C §§ 1.2, 1.3, 1.5, 1.6, 2, 4-11, 13-18)	Resolved
V17: Should trunk group blocking notification obligations be reciprocal? (§ 10.1.1.3; Schedule 4, Part C § 17)	Resolved
V18: For those LATAs where the Parties have not yet provisioned Traffic Exchange Trunks, should the Agreement contain language regarding Verizon's obligations to consider Cavalier's non-binding trunking forecasts? (§ 10.3.2.1)	Resolved
V27: Should the Agreement contain provisions governing the conversion of tariffed transport services	Resolved

used for interconnection purposes to unbundled IOF? (§ 11.5)	
V28: Should “services” be changed to “special access services” throughout § 11.13 of the Virginia Agreement to more accurately reflect the Bureau’s ruling in the <i>Virginia Arbitration Order</i> ? (§ 11.13)	Resolved
V29: Should Cavalier be required to submit an Access Service Request (“ASR”) to Verizon for each special access circuit it seeks to convert to an EEL unless the Parties otherwise agree? (§ 11.13.3)	Resolved
V30: Should the effective billing date for conversion of special access service to EELs be the first day of the calendar month following Verizon’s receipt of Cavalier’s request for conversion? (§ 11.13.4.1)	Resolved
<p>V31: Should the Agreement provide that, where existing interconnection arrangements are to be converted to the new interconnection architecture specified in the Agreement, the Parties must develop a suitable written transition plan and may recover the costs for services provided in connection with such conversions? (Schedule 4, Part B § 3; § 4.5)</p> <p>a. Should the Agreement provide for the Parties to develop a written transition plan that addresses the relevant details of such a transition?</p> <p>b. Should the Agreement be modified to clarify that the Parties are entitled to recover costs for services provided in connection with converting existing interconnection arrangements?</p> <p>c. Should unclear and unnecessary language concerning transitions to new arrangements in Schedule 4, Part B § 3.1 be removed from the Agreement?</p>	Resolved
V32: Should the Agreement recognize that the Parties should negotiate in good faith concerning reasonable terms and conditions that apply to services or arrangements that have not yet been provided in Virginia? (§ 28.4)	Resolved
V33: Should the Agreement contain language addressing network security risks associated with interconnection at the public Internet Protocol network? (§ 17.3)	Resolved
V35: Should the Agreement specify that it is an extension, amendment, and restatement of the Parties’ prior interconnection agreement, rather than a new agreement, and that all monetary obligations owed under the prior agreement remain due under the new Agreement? (§ 28.19)	Resolved

